premises and bring assumpsit for use and occupation puts a much broader construction upon this statute than any previous decision has done. But the suggestion, that in order to take advantage of this statute it is necessary either to refer to the statute or to allege the trespass in the declaration, is more difficult to understand. It was held in *Lockwood* v. *Thunder Bay River Boom Co.*, 42 Mich. 536, 4 N. W. 292, that the statute operated only to provide that a duty to pay damages for a trespass might be treated as an implied agreement, but that the damages must be shown in the declaration to have accrued out of a trespass. There is a similar holding with regard to the statutory action of assumpsit where a fraud is waived. *Anderson Carriage Co.* v. *Pungs*, 134 Mich. 79, 95 N. W. 985. A declaration in assumpsit for the value of goods converted and sold by the defendant need not allege the conversion or sale. *Newman* v. *Olney*, 118 Mich 545, 77 N. W. 9; *Brown* v. *Foster*, 137 Mich. 35, 100 N. W. 167. But see the dicta in *Farwell* v. *Myers*, 59 Mich. 179, 26 N. W. 328, and in *Tregent* v. *Maybee*, 54 Mich. 226, 19 N. W. 962. There would appear to be no more necessity for alleging the tort where the right to bring assumpsit exists by virtue of a statute than if it exists independent of one. Nor does the technical construction given to the statute in *Lockwood* v. *Thunder Bay River Boom Co.*, supra, seem in accord with the words of the statute. The statute does not create the cause of action, but merely extends the use of certain pre-existing forms of action. Inasmuch as the MICHIGAN JUDICIATE ACT of 1915 provides "that in case of trespass on lands, and in cases where an action on the case for fraud or deceit may by law be brought, and in cases of conversion of personal property into money, the plaintiff may bring and maintain either an action of assumpsit, or an action of trespass on the case," it would seem important that the courts should explain more specifically the reasons for the necessity of alleging the tort where assumpsit is brought.

REWARDS—PREVIOUS KNOWLEDGE OF OFFER NOT NECESSARY.—A statute authorized the Governor to offer rewards, not to exceed a specified amount, for the arrest and conviction of the persons guilty of a certain murder. The Governor offered the reward, and the plaintiffs, who killed the murderers, now seek to recover the reward, although they had no knowledge of the reward beforehand. *Held,* prior knowledge of the reward was not necessary; the right to the reward followed by operation of law upon the killing of the murderers. *Smith, et al.* v. *State* (Nev. 1915) 151 Pac. 512.

The court adopts as the reason for its decision the dictum of the case of *Broadnax* v. *Ledbetter*, 100 Tex. 375, 99 S. W. 1111, 9 L. R. A. (N. S.) 1057, to the effect that right to a reward offered by the government in accordance with law may follow by operation of law, and without the aid of contract, upon the performance of that for which the reward is given. Apparently this is the first case in which the conclusion, that one who had no prior knowledge of the reward is entitled to it upon performance of the condition, has been reached by this line of reasoning. The court does not make it clear just what reasons go to substantiate this theory, but suggests that since this is a special statute passed for this particular case, and since everyone is pre-

sumed to know the law, the right to the reward follows upon compliance with the conditions of the statute. This argument might seem more reasonable if the statute itself gave the reward; but the statute only gives the Governor authority to offer the reward, and fixes the maximum amount which he may offer. Why there should be any more freedom from the contractual relation in the case of a special statute than in the case of a general statute authorizing rewards does not appear. The opposite conclusion to the decision in the instant case was reached in *Couch* v. *State,* 14 N. D. 361, under a statute which gave the governor authority in general to offer rewards. The weight of authority in this country upon the general question of whether recovery may be had where the party seeking the reward had no knowledge of the same before performing the service, is against such recovery. See note in 9 L. R. A. (N. S.) 1057; 34 Cyc., pp. 1751-2. The reasoning of the cases taking the opposite view is that the State receives the benefit from the service performed whether the person knew of the offer or not. *Auditor* v. *Ballard,* 9 Bush (Ky.) 572, 15 Am. Rep. 728. Or, as held in *Drummond* v. *United States,* 35 Ct. Cl. 356, "the motives of the person claiming the reward cannot be inquired into." Since it is a question of statutory construction, where a statute is involved as it is in the instant case, either of the reasons just noted would seem quite as sound as the one followed in the case under consideration. The reasoning of the courts holding with the weight of authority is that the relation between the parties is a contractual one, and should be governed by the rules relating to contracts. The decision on the other point in the case is also of interest, in that the court determines that a reward offered for "the arrest and conviction" of a criminal may be recovered by one who has killed the criminal in attempting to make the arrest. Although it is the general rule that the language of the offer should not be strictly construed, (See note to *Elkins* v. *Board of Commissioners,* 86 Kan. 305, 120 Pac. 542, in 46 L. R. A. (N. S.) 668) this would nevertheless seem to be carrying the doctrine of liberal construction to its limit.

SALES—WARRANTY TO PERSON OTHER THAN THE BUYER.—Plaintiff sold X a threshing machine, and took as security several notes given X by farmers as advances for threshing to be done with the machine. To induce defendant to make one of the notes, plaintiff's agent guaranteed him that the machine would do good work and was in good condition; relying upon this warranty defendant gave the note. When sued thereon, he answered that the machine was defective and could not be used, by reason of which he had suffered damage. *Held,* Defendant, although not a buyer, was not a stranger to the transaction, and can not only resist payment on the note, but can recover damages for the loss incurred by the breach of warranty. *Richardson Machinery Co.* v. *Brown* (Kan. 1915), 149 Pac. 434.

Usually only the buyer can recover for a breach of warranty, and third persons, strangers to the contract, cannot avail themselves of the warranty, *Talley* v. *Beaver,* 33 Tex. Civ. App. 675; *Carter* v. *Harden,* 78 Me. 528. Where the assignee of the vendee, or a subvendee, assumes the payment of the original purchase price in whole or in part, he may have advantage of the